

5.6.6 Initially, billing to IXC's for the Switched Access Services jointly provided by the parties via the MPB arrangement will be according to the multiple bill single tariff method, as described in the MECAB document. Each Party will render a bill to the IXC in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates to the IXC. The residual interconnection charge (RIC), if any, will be billed by the Party providing the End Office function.

5.6.7 Meet-Point Billing shall also apply to all jointly provided MOU traffic bearing the 900, 800, and 888 NPAs or any other non-geographic NPAs which may likewise be designated for such traffic in the future where the responsible party is an IXC. For 800 database queries performed by SWBT, SWBT will charge the provider of the Signaling Service Point for the database query in accordance with standard industry practices and at rates included in the attached Appendices.

5.6.8 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet Point Billing service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

5.6.9 Each Party will provide the other with the Exchange Access detailed usage data within thirty (30) days of the end of the billing period. SWBT will perform assembly and editing, messages processing and provision of Access Usage Records in accordance with Appendix Recording, which is attached hereto and incorporated herein by this reference. Each Party will provide to the other the Exchange Access Summary Usage Records within ten (10) working days after the date that a bill is rendered to the IXC by the initial Party. The Parties reserve the right to charge for such data and will negotiate mutual and reciprocal charges.

5.6.10 Errors in information transmission and/or billing may be discovered by Cox, the IXC or SWBT. Both SWBT and Cox agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery.

5.6.11 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data within sixty (60) days of notification and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data, based upon an extrapolation from no more than three (3) to twelve (12) months of prior usage data, if available.

5.7 Billing Arrangements for Compensation for Termination of IntraLATA, Local, Transit, and Optional Calling Area Traffic

5.7.1 Other than for traffic described in Section 5.6 above, each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule as follows:

For billing purposes, each Party shall, unless otherwise agreed, pass the originating call record for the recording, record exchange and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), provided by SWBT to Cox.

(a) Where Cox has direct/high usage trunks to a SWBT end office with overflow trunking through a SWBT tandem, billing for the Tandem Traffic will be calculated as follows:

total originating MOUs to SWBT's end office recorded by Cox

less direct end office terminating MOUs recorded by SWBT

equals total MOUs to be compensated as Tandem traffic

(b) Where Cox has direct/high usage trunks to a third party with overflow trunking through a SWBT tandem, Cox must differentiate the originating MOU records for the Parties to ascertain how many MOUs should be compensated as Transit Traffic. If Cox is unable to differentiate the originating MOU records, the Parties shall mutually agree upon a surrogate method for calculating the basis for Transit Traffic charges owed to SWBT.

5.7.1.1 On a monthly basis, each Party will record its originating MOU including identification of the originating and terminating NXX for all intercompany calls.

5.7.1.2 Each Party will transmit the summarized originating MOU from Section 5.7.1.1 above to the transiting and/or terminating Party for subsequent monthly intercompany settlement billing.

5.7.1.3 Bills rendered by either Party will be paid within 30 days of receipt subject to subsequent audit verification.

5.7.1.4 Detailed technical descriptions and requirements for the recording, record exchange and billing of traffic are included in the Technical Exhibit Settlement Procedures (TESP), a copy of which has been provided to Cox by SWBT.

5.7.2 MOUs for the rates contained herein will be measured in seconds by call type, accumulated each billing period into an aggregate number of seconds and rounded to the nearest one minute increment for billing purposes in accordance with 5.3.3.3.

5.7.3 Each Party will multiply the tandem routed and end office routed terminating MOUs by the appropriate rate contained in the attached Appendices to determine the total monthly billing to each Party.

5.7.4 If the percentage of calls passed by either Party with CPN is greater than ninety percent (90%), all calls exchanged without CPN information will be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN will be billed as IntraLATA Toll Traffic.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6.0 prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between Cox Telephone Exchange Service end users and IXCs via a SWBT access tandem.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 The Parties shall, as mutually agreed upon, jointly establish Access Toll Connecting Trunks as described in Appendix ITR, by which they will jointly provide tandem-transported Switched Exchange Access Services to IXCs to enable SWBT and Cox end users to originate and receive traffic to/from such IXCs.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Switched Exchange Access to allow Cox or SWBT end users to originate and terminate traffic to/from any IXCs which is connected to the other's Access Tandem. In addition, the trunks shall be used to allow Cox's or SWBT's end users to connect to, or be connected to, the 800 Services of any Telecommunications Carrier connected to the other Party's Access Tandem.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 Information Services Traffic

7.1.1 At such time as the Parties shall agree to route intraLATA Information Services Traffic to one another, they shall agree to exchange rating and billing information to effectively allow the Parties to bill their end users and to charge reciprocal rates.

7.2 Line Status Verification (LSV)/Busy Line Interrupt (BLI) Traffic

7.2.1 Each Party's operator bureau shall accept LSV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of LSV/BLI Traffic between the Parties' networks. Only one LSV attempt will be made per end user operator bureau call, and the applicable charge shall apply whether or not the line is busy at the time of verification and if the called party releases the line. Only one BLI attempt will be made per end user operator telephone call, and the applicable charge shall apply whether or not the called party releases the line.

7.2.2 Each Party shall route LSV/BLI Traffic inquiries between the Parties' respective operator bureaus over trunks described in Appendix ITR.

7.2.3 Each Party shall compensate the other Party for LSV/BLI Traffic as set forth in the Appendix OS.

7.3 Wireless Traffic

7.3.1 Appendix Wireless sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If either Party enters into an interconnection agreement with a CMRS provider, Appendix Wireless shall no longer be applicable between the Parties with respect to such CMRS providers.

7.3.2 SWBT will apply the Local Transit Traffic rate to Cox for calls that originate on Cox's network and are sent to SWBT for termination to a CMRS Provider as long as such Traffic can be identified as wireless traffic. Cox will apply the Local Transit Traffic rate to SWBT for such calls that originate on SWBT's network and are sent through Cox's network for termination on a CMRS Provider's network. Each Party shall be responsible for interconnection agreements with CMRS providers for terminating compensation regarding traffic originating on the Party's network and terminating on the CMRS provider's network. The originating Party agrees to indemnify the transiting Party for any claims of compensation that may be made by the CMRS provider against the transiting Party regarding compensation for such traffic.

7.3.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and Cox, the traffic will be treated, in comport with its origination and termination, as either Local or Access and the appropriate compensation rate will apply.

7.4 911 Service

7.4.1 Pursuant to Section 271(c)(2)(B)(vii) of the Act, SWBT will make nondiscriminatory access to 911 service available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference.

7.4.2 Cox shall route 911 traffic over trunks as described in Appendix ITR.

8.0 SIGNALING

The SWBT signaling publications that describe the practices, procedures and specifications generally utilized by SWBT for signaling purposes and are listed in Appendix TP which is attached hereto and incorporated herein. Copies of these publications have been provided to Cox.

8.1 The Parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its end users. All CCS signaling parameters will be provided including, without limitation, calling party number (CPN), originating line information (OLI), calling party category and charge number.

9.0 NUMBERING

9.1 Nothing in this Agreement shall be construed to limit or otherwise adversely impact in any manner either Party's right to employ or to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines¹, or to establish, by tariff or otherwise, Exchanges and Rating Points corresponding to such NXX codes. Each Party is responsible for administering the NXX codes assigned to it.

9.2 At a minimum, in those Exchange Areas where Cox intends to provide local exchange service, Cox shall obtain a separate NXX code for each SWBT exchange wherein Cox intends to offer service to end users. This will enable Cox and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

9.3 Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX codes, along with associated Rating Points and Exchanges.

9.4 To the extent SWBT serves as Central Office Code Administrator for a given region, SWBT will work with Cox in a neutral and nondiscriminatory manner, consistent with regulatory requirements, in regard to Cox's requests for assignment of central office code(s) (NXX) consistent with the Bellcore (or the succeeding organization assuming this function) Central Office Code Assignment Guidelines.

9.5 Each Party is responsible to program and update its own switches and network systems to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose fees or charges on the other Party for such required programming and updating activities.

9.6 Each Party is responsible to input required data into the Routing Data Base Systems (RDBS) and into the Bellcore Rating Administrative Data Systems (BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide (LERG), unless negotiated otherwise.

9.7 Neither Party is responsible for notifying the other Parties' end users of any changes in dialing arrangements, including those due to NPA exhaust, unless otherwise ordered by the Commission, the FCC, or a court.

9.8 NXX Migration

Where either Party has activated an entire NXX for a single end user, or activated more than half of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the

¹ Last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010.

other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will require development of a transition process, to minimize impact on the Network and on the end user(s)' service and will be subject to appropriate industry lead times (currently 45 days) for movements of NXXs from one switch to another. The Party to whom the NXX is migrated will pay NXX migration charges of \$10,000 per NXX.

10.0 RESALE -- SECTIONS 251(c)(4) and 251(b)(1)

10.1 Availability of Retail Telecommunications Services

SWBT shall offer to Cox for resale at wholesale rates its Telecommunications Services, as described and in comport with Section 251(c)(4) of the Act, pursuant to the terms and conditions of the Appendix, "Resale" attached hereto, which are intended to comport with and be subject to the Act, and incorporated herein by this reference.

10.2 Availability of Retail Telecommunication Services for Resale

Cox shall make available its Telecommunications Services for resale at rates to SWBT in accordance with Section 251(b)(1) of the Act.

11.0 UNBUNDLED NETWORK ELEMENTS - SECTIONS 251(c)(3), 271(c)(2)(B) (II),(IV),(V),(VI),(X)

SWBT shall provide Cox access to unbundled network elements for the provision of a telecommunication service as described in Section 251(c)(3) of the Act, pursuant to the terms and conditions of the Appendix, "UNE" which is intended to be subjected to and in comport with the Act and the Commissions' Orders, is attached hereto and incorporated herein by this reference.

12.0 NOTICE OF CHANGES -- SECTION 251(c)(5)

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. Notwithstanding the foregoing, if either Party establishes additional tandems in an exchange area in which the other Party offers local exchange service, that Party will provide the other Party with not less than 180 days' advance notification of same, and with greater notification when practicable. Both Parties agree to coordinate interconnection matters consistent with the requirements of the Americans with Disabilities Act (42 U.S.C. 12101) and with Sections 255 and 256 of the Act. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 96-98, Second Report and Order, as may be amended from time to time. The Party upgrading its network shall be solely responsible for the cost and effort of accommodating such changes in its own network.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 SWBT shall provide to Cox facilities for the Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4.0 of this Agreement), access to Network Elements on an unbundled basis, or once collocated, connection to the networks of third parties, except that SWBT may provide for Virtual Collocation to achieve the same ends if SWBT demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. SWBT shall provide such Collocation for the purpose of network Interconnection or access to Network Elements on an unbundled basis, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission, subject to this Agreement.

13.2 Except as otherwise ordered by the Commission or the FCC, or as mutually agreed to by Cox and SWBT, Physical or Virtual Collocation shall be available at a Central Office Switch location classified as an end office location, a serving wire center, a local, sector, or access tandem office location, a remote node that serves as a rating point for special access or switched access transport, or other locations as required by the Act or Commissions' Order.

13.3 Attached hereto as Appendix Collocation, is the SWBT/Cox Collocation agreement which sets forth terms and conditions under which SWBT shall provide physical collocation to Cox in SWBT's Central central office in Oklahoma City. Additionally, Appendix Collocation is a generic collocation agreement which sets forth the terms and conditions under which SWBT shall provide physical collocation to Cox for all future collocation arrangements between the Parties during the term of this Agreement. The prices and time frames for any future collocations requested by Cox will be determined on a case-by-case basis. These variables are indicated by underlining (indicating blanks) in the generic appendix.

14.0 NUMBER PORTABILITY -- SECTIONS 251(b)(2), 271(c)(2)(B)(xi)

The Parties agree to provide Interim Number Portability (INP) to one another pursuant to terms and conditions outlined in Appendix PORT attached hereto and incorporated herein.

15.0 DIALING PARITY -- SECTION 251(b)(3) and 271(e)(2)

15.1 The Parties shall provide Local Dialing Parity to each other as required under Section 251(b)(3) of the Act.

15.2 SWBT shall provide IntraLATA Dialing Parity in accordance with Section 271(e)(2) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Section 251(b)(4) of the Act, each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits (including riser conduit) it owns or controls in accordance with Section 224 of the Act on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs, contracts, and/or standard agreements. In addition, if either Party provides access to roof space or riser capacity in a particular building it owns or controls to another entity for provision of microwave-based communications services, the Party will provide access to roof space and/or riser capacity that it owns or controls on a first-come, first-served basis; subject in all cases to the providing Party's normal request processes based on the evaluation of operational issues, including, but not limited to capacity, potential interference, roof loading, power requirements, and protection grounding, which approval shall not be unreasonably withheld.

17.0 DATABASE ACCESS

In accordance with Section 271 of the Act and Appendices UNE, 800, LIDB Validation, AIN, LIDB, CNAM, and OSS, SWBT shall provide Cox with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. When requesting access to databases not otherwise provided for in this Agreement, or appropriate interfaces, regardless of whether they constitute unbundled Network Elements, Cox will use the Network Element Bona Fide Request process.

18.0 COORDINATED SERVICE CALLS

18.1 Referral Announcement. The Party formerly providing service to an end user shall provide a Basic Referral announcement, reciprocally and free of charge on the abandoned telephone number. The announcement will state that the called number has been disconnected or changed and will provide the end user's new telephone number if it is listed.

(a) Basic Intercept Referral Announcements are to be provided on residential numbers for the same period of time that a Party provides to its own end users, but at a minimum, for thirty (30) days where facilities exist and the threat of telephone number exhaustion is not imminent.

Basic Intercept Referral Announcements for a single line business end user and the primary listed telephone number for DID and "Centrex-type" end users, shall be available for a minimum of thirty (30) days or the life of the White Pages directory, whichever is greater. If the threat of telephone number exhaustion becomes imminent for a particular Central Office, the service provider may reissue a disconnected number prior to the expiration of the directory, for the same period of time that a Party provides to its own end users, but no earlier than thirty (30) days after the disconnection of the business telephone number.

18.2 Coordinated Repair Calls. The Parties will employ the following procedures for handling misdirected repair calls:

- (a) The Parties will inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.

- (b) To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number.

In responding to misdirected repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit customers or to market services, nor shall they initiate extraneous communications beyond the direct referral to the correct repair telephone number.

- (c) The Parties will provide their respective repair contact numbers to one another on a reciprocal basis.

19.0 OTHER SERVICES 271(c)(2)(vii), 271(c)(2)(B)(viii)

19.1 White Pages. In accordance with Section 271(c)(2)(B) of the Act, SWBT will make nondiscriminatory access to White Pages service available under the terms and conditions of the Appendix “WP”, attached hereto and incorporated by reference.

19.2 Calling Name Information. The Parties shall provide, on mutually agreeable and reciprocal terms, each other with access to Calling Name information of their respective end users whenever one Party initiates a query from a Signaling System Point for such information associated with a call terminating to an end user who subscribes to a calling name service.

19.3 Billing/Collecting/Remitting. The Parties will jointly agree to terms and conditions for Billing, Collecting and Remitting for alternated billed local message as described in the Appendix “BCR”, attached hereto and incorporated by reference.

19.4 911 Service. Pursuant to Section 271(c)(2)(B)(vii) of the Act, SWBT will make nondiscriminatory access to 911 service available under the terms and conditions of Appendix 911, attached hereto and incorporated by reference. Cox shall route 911 traffic over trunks as described in the Appendix “ITR”.

19.5 Directory Assistance (DA). Pursuant to Section 271(c)(B)(vii) of the Act, SWBT will provide nondiscriminatory access to DA services under the terms and conditions identified in the Appendix “DA”, which is attached hereto and make a part hereof.

19.6 Direct Access (DIRECT). Pursuant to the Act and the Commissions’ Orders, SWBT will provide nondiscriminatory access to published subscriber listing information contained in SWBT’s Directory Assistance DA Database under the terms and conditions identified in the Appendix, “DIRECT”, which is attached hereto and made a part hereof.

19.7 Operator Services. At Cox’s request, SWBT shall provide nondiscriminatory access to Operator Services under the terms and conditions identified in the Appendix “OS” which is attached hereto and make a part hereof.

19.8 Clearinghouse Services. To the extent requested by Cox, SWBT shall provide for the tracking of message revenues from certain messages to facilitate the transfer of revenues between the billing company the earning company through the Clearinghouse Services provided by SWBT pursuant to the terms and conditions in the Appendix "CH", which is attached hereto and made a part hereof.

19.9 Hosting. At Cox's request, SWBT shall perform hosting responsibilities for the provision of billable message data and/or access usage data received from Cox for distribution to the appropriate billing and/or processing location or for delivery to Cox of such data via SWBT's internal network or the nationwide CMDS network pursuant to the Appendix "HOST", which is attached hereto and made a part hereof.

19.10 Recording. At Cox's request, SWBT shall perform recording functionality for Cox pursuant to the Appendix "RECORDING", which is attached hereto and made a part hereof. These functions associated with recording will include assembly and editing, message processing and provision of Access Usage Record (AURs). These records will be generated by SWBT and provided to Cox within the time frame agreed upon between the companies.

19.11 Signaling System 7 Interconnection. At Cox's request, SWBT shall perform SS7 interconnection services for Cox pursuant to the Appendix "SS7", which is attached hereto and made a part hereof.

20.0 GENERAL RESPONSIBILITIES OF THE PARTIES

20.1 SWBT and Cox shall each use their best efforts to meet the Interconnection Activation Dates.

20.2 Each Party is individually responsible to provide facilities within its network that are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with SWBT's network as referenced in Bellcore's BOC Notes on LEC Networks Practice No. SR-TSV-002275, and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

20.3 Each Party shall, unless otherwise agreed, adhere to the requirements for the recording, record exchange, and billing of traffic using the guidelines as set forth in the Technical Exhibit Settlement Procedures (TESP), previously provided by SWBT to Cox. Reference to this technical publication is included in Appendix TP which is attached hereto and incorporated herein by reference.

20.4 Neither Party shall use any service related to or use any of the services or elements provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and either Party may discontinue or refuse service, but only for so long as the other Party is violating this provision. Upon such

violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

20.5 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

20.6 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

20.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g. workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage for bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance, in which case bonds, letters of credit, or escrows will be established in comport with mutual agreement).

20.8 In addition to its indemnity obligations under Section 26.0, each Party shall provide, in its tariffs and contracts with its end users that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any end user or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable end user for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 26.3 below).

20.9 Unless otherwise stated, each Party will render a monthly bill to the other for service(s) provided hereunder. Remittance in full will be due within thirty (30) days of that billing date. Interest shall apply on overdue amounts (other than Disputed Amounts which are subject to Section 28.12) at the rate specified in Section 28.12, unless otherwise specified in an applicable tariff. Each Party reserves the right to net delinquent amounts against amounts otherwise due the other.

20.10 SWBT is participating with the industry to develop standardized methods through the OBF and shall implement ordering and billing formats/processes consistent with industry guidelines as capabilities are deployed. Where such guidelines are not available SWBT will provide Cox with information on its ordering and billing format/process and requirements at the earliest practicable time.

21.0 EFFECTIVE DATE, TERM, AND TERMINATION

21.1 This Agreement shall be effective not later than ten (10) days after approval by the Oklahoma Commission when it has determined that the Agreement complies with Sections 251 and 252 of the Act ("Effective Date").

21.2 The initial term of this Agreement shall be three years (the "Term") which shall commence on the Date Cox first passes traffic to SWBT provided however this Agreement shall commence no later than August 1, 1997. However, the terms of the Agreement will commence upon Execution. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 22.3.

21.3 Either Party may terminate this Agreement in the event that the other Party fails to perform a material obligation that disrupts the operation of either Party's network and/or end user service and fails to cure such material nonperformance within forty-five (45) days after written notice thereof.

21.4 If pursuant to Section 21.2 this Agreement continues in full force and effect after the expiration of the Term, either Party may terminate this Agreement one hundred eighty (180) days after delivering written notice to the other Party of its intention to terminate this Agreement, subject to Section 21.5. Neither Party shall have any liability to the other Party for termination of this Agreement pursuant to this Section 21.4 other than its obligations under Section 21.5.

21.5 Upon termination or expiration of this Agreement in accordance with this Section 21.0:

- (a) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and
- (b) each Party's indemnification obligations shall survive.

Upon expiration or termination the Parties will negotiate a successor agreement; during such period, each Party shall continue to perform its obligations and provide the services described herein that are to be included in the successor agreement until such time as the latter agreement becomes effective; provided however, that if the Parties are unable to reach agreement within six (6) months after termination or expiration of this Agreement, either Party has the right to submit this matter to the Commission for resolution. Until a survivor agreement is reached or the Commission resolves the matter, whichever is sooner, the terms, conditions, rates, and charges stated herein will continue to apply, subject to a true-up based on the Commission action, if any.

21.6 Except as specifically set forth in this Agreement, no remedy set forth herein is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise.

22.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER SWBT NOR COX ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

23.0 SLAMMING

Each Party will abide by applicable state commission rules when obtaining end user authorization to change an end user's local service provider to itself and in assuming responsibility for any applicable charges. Failure to obtain end user authorization prior to changing such end user's local service provider shall be considered slamming. Only an end user can initiate a challenge to a change in its local exchange telephone service. Each Party shall make available proof of end user authorization upon request.

24.0 SEVERABILITY

24.1 The Parties negotiated the services, arrangements, Interconnection, terms and conditions of this Agreement by the Parties as a total arrangement and are intended to be nonseverable, subject only to Section 24.2 of this Agreement.

24.2 In the event the Commission, the FCC, or a court rejects any portion or determines that any provision of this Agreement is contrary to law, or is invalid or unenforceable for any reason, the Parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other party during such period if to do so would disrupt existing service being provided to an end user. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

25.0 LIMITATION OF LIABILITY

25.1 Except for indemnity obligations under this Agreement, or except as otherwise provided in specific appendices, each Party's liability to the other Party for any Loss relating to or arising out of any negligent act or omission in its performance under this Agreement, whether in contract or tort, shall not exceed in total the amount SWBT or Cox has to or would have charged the other Party during the year of the negligent act or omission for the affected service(s) or function(s) that were not performed or were otherwise improperly performed. Provided however, in no event shall either Party's liability to the other for any act or omission under this

Agreement exceed the total dollar amount of services provided to or received by the liable Party in the contract year.

25.2 Except for Losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any Loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

25.3 In no event shall either Party have any liability whatsoever to the end users of the other Party for claims arising from the provision of the other Party's service to its end user, including claims for interruption of service, quality of service or billing disputes.

25.4 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided however, that the foregoing shall not limit a Party's obligation under this Agreement to indemnify, defend and hold the other Party harmless against any amounts payable to a third party for any Losses or Consequential Damages of such third party.

26.0 INDEMNIFICATION

26.1 In no event shall either Party have any liability whatsoever to the end users of the other Party for claims arising from the provision of the other Party's service to its end user, including claims for interruption of service, quality of service or billing disputes.

26.2 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental, or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided however, that the foregoing shall not limit a Party's obligation under this Agreement to indemnify defend and hold the other Party harmless against any amounts payable to a third party for any Losses or Consequential Damages of such third party.

26.3 In the case of any Loss alleged or made by an end user of either Party, the Party whose end user alleged or made such Loss (Indemnifying Party) shall defend and indemnify the other Party (Indemnified Party) against any and all such claims or Loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the Loss was caused by the gross negligence or intentional misconduct of the other (Indemnified) Party.

26.4 Each Party shall be indemnified, defended and held harmless by the other Party against any Loss arising from a Party's use of services or elements provided under this Agreement involving:

26.4.1 Tort claims, including claims for libel, slander, invasion of privacy, or infringement of copyright arising from a Party's own communications or the communications of its end users; or

26.4.2 Claims for patent, trademark, infringement or other infringement or intellectual property rights, arising from the Party's use of services or unbundled elements provided under this Agreement.

26.5 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss identified in this Section or specific appendices. The Indemnified Party agree to notify the Indemnifying promptly in writing of any written claims, lawsuits or demands for which the Indemnifying Party may be responsible under this Agreement. The Indemnified Party shall cooperate in every reasonable way to facilitate defense or settlement. The Indemnifying Party shall have the right to control and conduct the defense and settlement of any action or claim subject to the consultation of the Indemnified Party. The Indemnifying Party shall not be responsible for any settlement unless the Indemnifying Party approved such settlement in advance and agrees to be bound by the settlement agreement.

27.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. Additionally, the Parties agree that so long as SWBT fully implements the terms and conditions of this Agreement, Cox will not oppose SWBT's Section 271 (of the Act) application.

Cox represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.0 MISCELLANEOUS

28.1 Authorization.

(a) SWBT is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

(b) Cox is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.2 Compliance and Certification.

28.2.1 Each Party shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

28.2.2 Each Party warrants that it has obtained all necessary state certification required in those states in which it has ordered services from the other Party pursuant to this Agreement. Upon request by any state governmental entity, each Party shall provide proof of certification.

28.2.3 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Law Enforcement Act (CALEA). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

28.3 Law Enforcement.

28.3.1 SWBT and Cox shall handle law enforcement requests as follows:

- (a) **Intercept Devices:** Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with an end user of the other Party, it shall refer such request to the Party that serves such end user, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.
- (b) **Subpoenas:** If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.
- (c) **Emergencies:** If a Party receives a request from a law enforcement agency for temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with an valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

28.4 Independent Contractor. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers'

compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

28.5 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

28.6 Confidentiality.

28.6.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with customer-specific, facility-specific, or usage-specific information, other than customer information communicated for the purpose of publication or directory database inclusion, 911, call processing, billing or settlement or as otherwise mutually agreed upon, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after declaration to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party.

28.6.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, or otherwise. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement.

28.6.3 Each Party shall keep all the other Party's Proprietary Information confidential in the same manner in which it keeps its own Proprietary Information confidential, and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement and shall disclose such Proprietary Information only to those employees, contractors, agents or Affiliates who have a need to know. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

28.6.4 Unless otherwise agreed, the obligations of confidentiality and nonuse set forth in the Agreement do not apply to such Proprietary Information as:

- (i) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- (ii) is or becomes publicly known through no wrongful act of the receiving Party; or
- (iii) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (iv) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (v) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- (vi) is approved for release by written authorization of the disclosing Party; or
- (vii) is required to be made public by the Receiving Party pursuant to applicable law or regulation provided that the receiving party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement or, if it fails to successfully do so, it shall be deemed to have waived the Receiving Party's compliance with Section 29.6 with respect to all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain. Notwithstanding the foregoing, SWBT shall be entitled to disclose confidential information on a confidential basis to regulatory agencies upon request for information as to SWBT's activities under the Act.

28.6.5 Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

28.6.6 Pursuant to Section 222(b) of the Act, both parties agree to limit their use of Proprietary Information received from the other to the permitted purposes identified in the Act.

28.7 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the state of Oklahoma without reference to conflict of law provisions.

28.8 Taxes.

28.8.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") levied against or upon such purchasing party (or the providing Party when such providing Party is permitted by applicable law to pass along to the purchasing party such taxes, fees, or surcharges), except for any Tax on either party's corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing party shall furnish the providing party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certification. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party until such time as the purchasing Party presents a valid certificate.

28.8.2 With respect to any purchase of services, facilities or other arrangements, if any Tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then (i) the providing party shall bill the purchasing party for such Tax, (ii) the purchasing party shall remit such Tax to the providing party and (iii) the providing party shall remit such collected Tax to the applicable taxing authority.

28.8.3 With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any Tax is imposed by applicable law on the end user in connection with any such purchase, then (i) the purchasing party shall be required to impose and/or collect such Tax from the end user and (ii) the purchasing party shall remit such Tax to the applicable taxing authority. The purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing party due to the failure of the purchasing party to pay or collect and remit such tax to such authority.

28.8.4 If the providing party fails to collect any Tax as required herein, then, as between the providing party and the purchasing party, (i) the purchasing party shall remain liable for such uncollected Tax and (ii) the providing party shall be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority. However, if the purchasing party fails to pay any taxes properly billed, then, as between the providing party and the

purchasing party, the purchasing party will be solely responsible for payment of the taxes, penalty and interest.

If the purchasing party fails to impose and/or collect any Tax from end users as required herein, then, as between the providing party and the purchasing party, the purchasing party shall remain liable for such uncollected Tax and any interest and penalty assessed thereon with respect to the uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing party has agreed to pay or impose on and/or collect from end users, the purchasing party agrees to indemnify and hold harmless the providing party on an after-tax basis for any costs incurred by the providing party as a result of actions taken by the applicable taxing authority to collect the Tax from the providing Party due to the failure of the purchasing party to pay or collect and remit such Tax to such authority.

28.9 Non-Assignment. This Agreement shall be binding upon every subsidiary of either Party that is engaged in providing Telephone Exchange and Exchange Access services in any territory within which SWBT is an Incumbent Local Exchange Carrier as of the date of this Agreement (the "SWBT Territory") and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party its Telephone Exchange and Exchange Access network facilities within the SWBT Territory, or any portion thereof, to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prompt written notice to the other Party of such assignment or transfer. The Parties agree that such consent shall not be unreasonably withheld. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

28.10 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

28.11 Audits. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Where SS7 is deployed, each Party shall pass Calling Party Number (CPN) information on each call carried over the Traffic Exchange trunks; provided that so long as the percentage of calls passed with CPN is greater than ninety percent (90%), all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use of calls exchanged with CPN information. If the percentage of calls passed with CPN is less than 90%, all calls passed without CPN shall be billed as IntraLATA Toll Traffic.

Upon reasonable written notice and at its own expense, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct an audit

of the other Party to give assurances of compliance with the provisions of this Agreement; provided, that neither Party may request more than two (2) such audits within any twelve-month period. This includes on-site audits at the other Party's or the Party's vendor locations. Each Party, whether or not in connection with an audit, shall maintain reasonable records for a minimum of 24 months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of 24 months in age.

28.12 Disputed Amounts.

28.12.1 No claims, under this Agreement or its Appendices, shall be brought for disputed amounts more than twenty-four (24) months from the date of occurrence which gives rise to the dispute. Under this Section 28.12, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts to Billing Party.

28.12.2 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

28.12.3 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.12.2, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

28.12.4 The Parties agree that all negotiations pursuant to this Section 28.12 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.12.5 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

28.13 Dispute Resolution.

28.13.1 No claims shall be brought for disputes arising under this Agreement or its Appendices more than twenty-four (24) months from the date of occurrence which gives rise to the dispute.

28.13.2 For disputes other than disputed amounts under this Agreement or its Appendices, each Party shall appoint a designated representative as set forth in Section 28.12.2 and if unable to resolve the dispute, proceed as set forth in Section 28.12.3.

28.14 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; on the date receipt is acknowledged in writing by the recipient if delivered by regular mail; or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission as reflected in the facsimile confirmation sheet. "Business Day" shall mean Monday through Friday, SWBT/Cox holidays excepted. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section, except that notices to a Party's 24-hour contact number shall be by telephone and/or facsimile and shall be deemed to have been received on the date transmitted.

To Cox: Director - State Regulatory Affairs
 1400 Lake Hearn Dr.
 Atlanta, Georgia 30319
 Fax: (404) 847-6064

To SWBT: General Manager - Competitive Provider Account Team
 Southwestern Bell Telephone Company
 One Bell Plaza, Room 525
 Dallas, TX 75202
 Fax: (214) 464-1486

24-Hour Network Management Contact

For Cox:
Engineering/Operations Manager
(405) 556-6314

For SWBT:
Area Manager-NSMC Control
1-800-792-2662

28.15 Publicity and Use of Trademarks or Service Marks.

28.15.1 The Parties agree not to use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating the fact that it has executed this Agreement with the other Party.

28.15.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for commercial purposes without prior written approval.

28.16 Section 252(i) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission or FCC pursuant to Section 252 of the Act (regardless of whether the approved agreement was negotiated or arbitrated) which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including an Affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (1) Interconnection - Section 251(c)(2) of the Act; or
- (2) Exchange Access - Section 251(c)(2) of the Act; or
- (3) Unbundling - Section 251(c)(3) of the Act; or
- (4) Wireless Traffic (Section 7.4 of this Agreement); or
- (5) Resale - Section 251(c)(4) of the Act (Appendix Resale); or
- (6) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or
- (7) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or
- (8) Database Access - Section 271(c)(2)(B)(x) of the Act (Section 17.0 of this Agreement); or

- (9) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement); or
- (10) White Pages - Section 271(c)(2)(B)(viii) of the Act (Appendix White Pages).

In addition to any rights set forth above, Cox at its option may obtain any interconnection service or network element, at the same rates, terms, and conditions, which results from an arbitration and is contained in an approved agreement. However, to the extent SWBT appeals or otherwise seeks modification of such arbitration results in a manner that stays the effectiveness of that approved agreement, then the results will not be considered effective until such time as the stay is lifted.

In the event Cox exercises its rights under this Section, it may retain provisions within this Agreement that are otherwise specific to its wireless technology.

28.17 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.18 Intervening Law. This Agreement is entered into as a result of both private negotiation between the Parties and the incorporation of some of the results of arbitration by the Oklahoma Corporation Commission. If the actions of Oklahoma or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract which is reflective of the Arbitration Award approved by the Commission, the affected provision shall be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. The invalidation, stay, or modification of the pricing provisions of the FCC's First Report and Order in CC Docket No. 96-98 (August 8, 1996) and the FCC's Order on Reconsideration (September 27, 1996) shall not be considered an invalidation, stay, or modification requiring changes to provisions of the Agreement required by the Commission Arbitration Award, in that the FCC's pricing provisions are not the basis for the costing and pricing provisions of the Commission's Arbitration Award.

28.19 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.20 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

28.21 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

28.22 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein.

28.23 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, Appendices, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.